

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15 IN THE UNITED STATES DISTRICT COURT  
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18 **JENI PEARSONS and MICHAEL**  
19 **STORC,**  
20 Plaintiffs,

21 v.

22 **UNITED STATES OF AMERICA,**  
23 Defendant.  
24  
25  
26

Case No. 2:23-cv-07952-RGK-MAR  
**STIPULATED PROTECTIVE**  
**ORDER**

[Discovery Matter]

Judge: Hon. R. Gary Klausner

Complaint Filed: Sept. 22, 2023

Am. Complaint Filed: Dec. 19, 2023

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve financial and other personally private information, and information derived from personnel records, investigatory documents, and other materials subject to privacy protections for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential financial information; documents and other items in the possession of the United States of America that are in a government system of records that may contain information within the scope of the Privacy Act, 5 U.S.C. § 552a; documents and other items containing personal identifying information, including home addresses, Social Security numbers, bank account numbers, and dates of birth, as well as other information implicating the privacy rights of third parties; documents and other items

1 concerning the internal policies, practices and procedures of the United States of  
2 America or its agencies; documents and other items within the scope of the law  
3 enforcement privilege and/or the investigatory file privilege; and information  
4 otherwise generally unavailable to the public, or which may be privileged or  
5 otherwise protected from disclosure under state or federal statutes, court rules, case  
6 decisions, or common law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt  
8 resolution of disputes over confidentiality of discovery materials, to adequately  
9 protect information the parties are entitled to keep confidential, to ensure that the  
10 parties are permitted reasonable necessary uses of such material in preparation for  
11 and in the conduct of trial, to address their handling at the end of the litigation, and  
12 serve the ends of justice, a protective order for such information is justified in this  
13 matter. It is the intent of the parties that information will not be designated as  
14 confidential for tactical reasons and that nothing be so designated without a good  
15 faith belief that it has been maintained in a confidential, non-public manner, and  
16 there is good cause why it should not be part of the public record of this case.

17  
18 2. DEFINITIONS

19 2.1 Action: this pending federal lawsuit (No. 2:23-cv-7952) and the related  
20 action, *Mellein v. United States*, No. 2:23-cv-7970 (C.D. Cal.).

21 2.2 Challenging Party: a Party or Non-Party that challenges the  
22 designation of information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
24 how it is generated, stored or maintained) or tangible things that qualify for  
25 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
26 the Good Cause Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
28 their support staff).

1           2.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.8    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.9    Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16          2.10   Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action and  
18 have appeared in this Action on behalf of that party or are affiliated with a law firm  
19 which has appeared on behalf of that party, and includes support staff.

20          2.11   Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25          2.13   Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5  
6       3.    SCOPE

7           The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material.

12           Any use of Protected Material at trial will be governed by the orders of the  
13 trial judge. This Order does not govern the use of Protected Material at trial.

14  
15       4.    DURATION

16           Even after final disposition of this litigation, the confidentiality obligations  
17 imposed by this Order will remain in effect until a Designating Party agrees  
18 otherwise in writing or a court order otherwise directs. Final disposition will be  
19 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
20 with or without prejudice; and (2) final judgment herein after the completion and  
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
22 including the time limits for filing any motions or applications for extension of time  
23 pursuant to applicable law.

24  
25       5.    DESIGNATING PROTECTED MATERIAL

26           5.1 Exercise of Restraint and Care in Designating Material for Protection.

27           Each Party or Non-Party that designates information or items for protection  
28 under this Order must take care to limit any such designation to specific material

1 that qualifies under the appropriate standards. The Designating Party must  
2 designate for protection only those parts of material, documents, items, or oral or  
3 written communications that qualify so that other portions of the material,  
4 documents, items, or communications for which protection is not warranted are not  
5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations  
7 that are shown to be clearly unjustified or that have been made for an improper  
8 purpose (e.g., to unnecessarily encumber the case development process or to  
9 impose unnecessary expenses and burdens on other parties) may expose the  
10 Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that Designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
24 contains protected material. If only a portion or portions of the material on a page  
25 qualifies for protection, the Producing Party also must clearly identify the protected  
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection  
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and  
2 before the designation, all of the material made available for inspection will be  
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
4 documents it wants copied and produced, the Producing Party must determine  
5 which documents, or portions thereof, qualify for protection under this Order. Then,  
6 before producing the specified documents, the Producing Party must affix the  
7 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
8 portion or portions of the material on a page qualifies for protection, the Producing  
9 Party also must clearly identify the protected portion(s) (e.g., by making  
10 appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party identify  
12 the Disclosure or Discovery Material on the record, before the close of the  
13 deposition all protected testimony.

14 (c) for information produced in some form other than documentary and  
15 for any other tangible items, that the Producing Party affix in a prominent place on  
16 the exterior of the container or containers in which the information is stored the  
17 legend “CONFIDENTIAL.” If only a portion or portions of the information  
18 warrants protection, the Producing Party, to the extent practicable, will identify the  
19 protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party’s right to secure protection under this Order for such  
23 material. Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

26  
27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS  
28

1           6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
2 designation of confidentiality at any time that is consistent with the Court's  
3 Scheduling Order.

4           6.2   Meet and Confer. The Challenging Party will initiate the dispute  
5 resolution process under Local Rule 37.1 et seq.

6           6.3   The burden of persuasion in any such challenge proceeding will be on  
7 the Designating Party. Frivolous challenges, and those made for an improper  
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
9 parties) may expose the Challenging Party to sanctions. Unless the Designating  
10 Party has waived or withdrawn the confidentiality designation, all parties will  
11 continue to afford the material in question the level of protection to which it is  
12 entitled under the Producing Party's designation until the Court rules on the  
13 challenge.

## 14 15   7.   ACCESS TO AND USE OF PROTECTED MATERIAL

16           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

23           Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28



1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
4 well as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
21 will not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1  
2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation  
5 that compels disclosure of any information or items designated in this Action as  
6 “CONFIDENTIAL,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification  
8 will include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order  
10 to issue in the other litigation that some or all of the material covered by the  
11 subpoena or order is subject to this Protective Order. Such notification will include  
12 a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be  
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with  
16 the subpoena or court order will not produce any information designated in this  
17 action as “CONFIDENTIAL” before a determination by the court from which the  
18 subpoena or order issued, unless the Party has obtained the Designating Party’s  
19 permission. The Designating Party will bear the burden and expense of seeking  
20 protection in that court of its confidential material and nothing in these provisions  
21 should be construed as authorizing or encouraging a Receiving Party in this Action  
22 to disobey a lawful directive from another court.

23  
24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a  
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party will:

7 (1) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the Non-  
14 Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.

## 23 24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
2 person or persons to whom unauthorized disclosures were made of all the terms of  
3 this Order, and (d) request such person or persons to execute the “Acknowledgment  
4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

5  
6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in Federal  
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
12 whatever procedure may be established in an e-discovery order that provides for  
13 production without prior privilege review. Pursuant to Federal Rule of Evidence  
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
15 of a communication or information covered by the attorney-client privilege or work  
16 product protection, the parties may incorporate their agreement in the stipulated  
17 protective order submitted to the court.

18  
19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.  
28

1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
3 may only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the court.

7  
8       13. FINAL DISPOSITION

9           After the final disposition of this Action, as defined in paragraph 4, within 60  
10 days of a written request by the Designating party, each Receiving Party must  
11 return all Protected Material to the Producing Party or destroy such material. As  
12 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
13 compilations, summaries, and any other format reproducing or capturing any of the  
14 Protected Material. Whether the Protected Material is returned or destroyed, the  
15 Receiving Party must submit a written certification to the Producing Party (and, if  
16 not the same person or entity, to the Designating Party) by the 60 day deadline that  
17 (1) identifies (by category, where appropriate) all the Protected Material that was  
18 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
19 copies, abstracts, compilations, summaries or any other format reproducing or  
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
21 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
22 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
23 and trial exhibits, expert reports, attorney work product, and consultant and expert  
24 work product, even if such materials contain Protected Material. Any such archival  
25 copies that contain or constitute Protected Material remain subject to this Protective  
26 Order as set forth in Section 4 (DURATION).

14. Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 8, 2024

INSTITUTE FOR JUSTICE

Joseph Gay\*  
Robert Frommer\*  
Robert E. Johnson\*

THE VORA LAW FIRM, P.C.

Lou Egerton-Wiley  
Nilay U. Vora  
Jeffrey Atteberry

/s/ Joseph Gay

JOSEPH GAY  
Attorneys for Plaintiffs  
\* Admitted *pro hac vice*

DATED: May 8, 2024

E. MARTIN ESTRADA

United States Attorney  
DAVID M. HARRIS  
Assistant United States Attorney  
Chief, Civil Division  
JOANNE S. OSINOFF  
Assistant United States Attorney  
Chief, Complex and Defensive Litigation Section

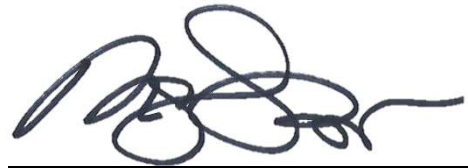
/s/ Jasmin Yang

JASMIN YANG  
Assistant United States Attorney

Attorneys for Defendant United States of America

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

2  
3  
4 DATED: May 13, 2024



HON. MARGO A. ROCCONI  
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on \_\_\_\_\_ [date] in the case of *Pearsons et al. v. United States of America et al.*,  
 No. 2:23-cv-07952-RGK-MAR. I agree to comply with and to be bound by all the  
 terms of this Stipulated Protective Order and I understand and acknowledge that  
 failure to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any information  
 or item that is subject to this Stipulated Protective Order to any person or entity  
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_